

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 J				1. REQUISITION NUMBER F73CEO00480200		PAGE 1 OF 39	
2. CONTRACT NO. F41612-00-C0010		3. AWARD/EFFECTIVE DATE 00 OCT 01		4. ORDER NUMBER		5. SOLICITATION NUMBER F41612-00-R0048	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SEE BELOW		b. TELEPHONE NUMBER (940) 676-2803 (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 18 FEB 99	
ISSUED BY 82 CONS/LGCB 136 AVE K STE 1 SHEPPARD AFB TX 76311-2739 SSGT MICHELLE HATCHER e-mail: michelle.hatcher@sheppard.af.mil TEL: (940) 676-6246 FAX: (940) 676-3784				10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	
				<input checked="" type="checkbox"/> UNRESTRICTED		<input type="checkbox"/> SEE SCHEDULE	
				<input type="checkbox"/> SET ASIDE: 100% FOR		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
				<input type="checkbox"/> SMALL BUSINESS		13b. RATING	
<input type="checkbox"/> SMALL DISADV. BUSINESS		<input type="checkbox"/> 8(A)		14. METHOD OF SOLICITATION			
SIC: 4952		SIZE STANDARD: \$5 M		<input type="checkbox"/> RFQ		<input type="checkbox"/> IER	
<input checked="" type="checkbox"/> RFP							
15. DELIVER TO: CODE FM3020 LAKE TEXOMA ANNEX		16. ADMINISTERED BY CODE SEE BLOCK 9					
17a. CONTRACTOR/OFFEROR CODE ASSOCIATED ENVIRONMENTAL MANAGEMENT SERVICES 1701 13TH STREET PO BOX 586 VIOLA IL 61486-0586		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE DFAS-SA/FPV 500 MC CULLOUGH AVE SAN ANTONIO TX 78215-2100			
<input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
SEE SCHEDULE							
(Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA SUBJECT TO 52.232-18 AVAILABILITY OF FUNDS				26. TOTAL AMOUNT (For Govt Use Only) \$73,560			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5.) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR SEE PAGE 2				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Shirley Story</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SHIRLEY STORY		31c. DATE SIGNED <i>7 Apr 00</i>	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE RECD (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION


STANDARD FORM 1449 (10-95)
Prescribed by GSA-FAR (48 CFR) 53.212


**SIGNATURES FOR CONTRACT F41612-00-C0010
JOINT VENTURE BETWEEN**

ASSOCIATED ENVIRONMENTAL MANAGEMENT SERVICES (A.E.M.S.)

AND

GENESIS ENVIRONMENTAL


CHRIS HEIL, PhD, PE, REP, CHMM, REM
President, A.E.M.S.


DARRYL PARKER
President, Genesis Environmental

CONTINUATION FROM SF 1449

BLOCK 18(b) ADDENDUM

SEND INVOICES TO: 82 Contracting Squadron/LGCB
136 K Ave Ste 1
Sheppard AFB, TX 76311-2746

TABLE OF CONTENTS

- I. SF 1449 Solicitation/Contract/Order for Commercial Items
 - (1) Signature Page, Joint Venture
 - (2) Section B, The Schedule

- II. Applicable contract Clauses
 - A. FAR 52.204-6 Data Universal Numbering System (DUNS)
 - B. FAR 52.211-1 Availability of Specifications
 - C. FAR 52.212-4 & Add 1 Contract Terms and Conditions
 - D. FAR 52.212-5 Implement Statutes to Executive Orders
 - E. FAR 52.216-1 Type of Contract
 - F. FAR 217-8 Option to Extend Service
 - G. FAR 52.217-9 Option to Extend Term of the Contract
 - H. FAR 52.219-4 Notice of Price Eval Pref for HUBZone Concern
 - I. FAR 52.219-8 Utilization of Small Business Concerns
 - J. FAR 52.219-9 Small Business Subcontracting Plan
 - K. FAR 52.219-14 Limitations on Subcontracting
 - L. FAR 52.219-16 Liquidated Damages – Subcontracting Plan
 - M. FAR 52.219-25 Small Disad Bus Part Prgm-Disad Status & Rpt
 - N. FAR 52.223-5 Pollution Prevention and Right-to-Know
 - O. FAR 52.228-5 Insurance – Work on a Government Installation
 - P. FAR 52.232-18 Availability of Funds
 - Q. FAR 52.237-2 Protection of Govt Blds, Equipment/Vegetation
 - R. FAR 52.252-2 Clauses Incorporated by Reference
 - S. DFARS 252.204-7004 Required Central Contractor Registration
 - T. DFARS 252.212-7001 Defense Acquisitions of Commercial Items
 - U. AF FARS 5352.223-9001 Health and Safety on Government Installations
 - V. AF FARS 5352.242-9000 Contractor Access to Air Force Installations
 - W. AETC FARS 5352.214-9000 Smoking in AETC Facilities
 - X. AETC FARS 5352.217-9000 Option Clause Limitation Notice

- III. Contract Documents, Exhibits and Attachments
 - A. Department of Labor Wage Determination No. 94.2509, Rev 16, 06/22/2000
 - B. Solicitation Amendments
 - C. Statement of Need
 - D. Government Furnished Property

THE SCHEDULE

Schedule B
SUPPLIES OR SERVICES AND PRICE/COSTS

SERVICES NONPERSONAL: Furnish all labor, material, equipment and transportation necessary to perform utility service in accordance with Statement of Work.

Performance Period: **BASIC PERIOD -- 1 OCTOBER 2000 -- 30 SEPTEMBER 2001**

<u>Contract Line Item No. (CLIN)</u>	<u>Supplies/Services</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>TOTAL AMOUNT</u>
0001	Utility Service	12	Month	<u>\$5,600.00</u>	<u>\$67,200.00</u>
0002	Significant/Emergency Service				
				<u>Estimated</u>	<u>Estimated</u>
0002AA	Labor Rate	80	Hours	<u>\$42.00</u>	<u>\$3,360.00</u>
0002AB	Materials/Parts		NOT TO EXCEED		<u>\$3,000.00</u>
TOTAL BASIC PERIOD:					<u>\$73,560.00</u>

THE SCHEDULE

Schedule B
SUPPLIES OR SERVICES AND PRICE/COSTS

SERVICES NONPERSONAL: Furnish all labor, material, equipment and transportation necessary to perform utility service in accordance with Statement of Work.

Performance Period: **OPTION PERIOD ONE -- 1 OCTOBER 2001 – 31 MARCH 2002**

Contract Line Item No. (CLIN)	Supplies/Services	QTY	Unit	Unit Price	TOTAL AMOUNT
1001	Utility Service	6	Month	<u>\$5720.00</u>	<u>\$34,320.00</u>
1002	Significant/Emergency Service				
				<u>Estimated</u>	<u>Estimated</u>
1002AA	Labor Rate	40	Hours	<u>\$42.00</u>	<u>\$1,680.00</u>
1002AB	Materials/Parts		NOT TO EXCEED		<u>\$1,500.00</u>
	TOTAL OPTION PERIOD ONE				<u>\$37,500.00</u>

THE SCHEDULE

Schedule B
SUPPLIES OR SERVICES AND PRICE/COSTS

SERVICES NONPERSONAL: Furnish all labor, material, equipment and transportation necessary to perform utility service in accordance with Statement of Work.

Performance Period: **OPTION PERIOD TWO -- 1 APRIL 2002 -- 30 SEPTEMBER 2002**

<u>Contract Line Item No. (CLIN)</u>	<u>Supplies/Services</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>TOTAL AMOUNT</u>
2001	Utility Service	6	Month	<u>\$5,720.00</u>	<u>\$34,320.00</u>
2002	Significant/Emergency Service				
				<u>Estimated</u>	<u>Estimated</u>
2002AA	Labor Rate	40	Hours	<u>\$42.00</u>	<u>\$1,680.00</u>
2002AB	Materials/Parts		NOT TO EXCEED		<u>\$ 1,500.00</u>
TOTAL OPTION PERIOD TWO:					<u>\$37,500.00</u>

THE SCHEDULE

Schedule B
SUPPLIES OR SERVICES AND PRICE/COSTS

SERVICES NONPERSONAL: Furnish all labor, material, equipment and transportation necessary to perform utility service in accordance with Statement of Work.

Performance Period: **OPTION PERIOD THREE -- 1 OCTOBER 2002 -- 31 MARCH 2003**

<u>Contract Line Item No. (CLIN)</u>	<u>Supplies/Services</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>TOTAL AMOUNT</u>
3001	Utility Service	6	Month	<u>\$5,845.00</u>	<u>\$35,070.00</u>
3002	Significant/Emergency Service				
				<u>Estimated</u>	<u>Estimated</u>
3002AA	Labor Rate	40	Hours	<u>\$42.00</u>	<u>\$1,680.00</u>
3002AB	Materials/Parts		NOT TO EXCEED		<u>\$1,500.00</u>
TOTAL OPTION PERIOD THREE					<u>\$38,250.00</u>

THE SCHEDULE

Schedule B
SUPPLIES OR SERVICES AND PRICE/COSTS

SERVICES NONPERSONAL: Furnish all labor, material, equipment and transportation necessary to perform utility service in accordance with Statement of Work.

Performance Period: **OPTION PERIOD FOUR -- 1 APRIL 2003 -- 30 SEPTEMBER 2003**

<u>Contract Line Item No. (CLIN)</u>	<u>Supplies/Services</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>TOTAL AMOUNT</u>
4001	Utility Service	6	Month	<u>\$5,845.00</u>	<u>\$35,070.00</u>
4002	Significant/Emergency Service				
				<u>Estimated</u>	<u>Estimated</u>
4002AA	Labor Rate	40	Hours	<u>\$42.00</u>	<u>\$1,680.00</u>
4002AB	Materials/Parts		NOT TO EXCEED		<u>\$1,500.00</u>
TOTAL OPTION PERIOD FOUR:					<u>\$38,250.00</u>

THE SCHEDULE

Schedule B
SUPPLIES OR SERVICES AND PRICE/COSTS

SERVICES NONPERSONAL: Furnish all labor, material, equipment and transportation necessary to perform utility service in accordance with Statement of Work.

Performance Period: **OPTION PERIOD FIVE -- 1 OCTOBER 2003 -- 30 SEPTEMBER 2004**

<u>Contract Line Item No. (CLIN)</u>	<u>Supplies/Services</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>TOTAL AMOUNT</u>
5001	Utility Service	12	Month	<u>\$5,970.00</u>	<u>\$71,640.00</u>
5002	Significant/Emergency Service				
				<u>Estimated</u>	<u>Estimated</u>
5002AA	Labor Rate	80	Hours	<u>\$42.00</u>	<u>\$3,360.00</u>
5002AB	Materials/Parts		NOT TO EXCEED		<u>\$3,000.00</u>
TOTAL OPTION PERIOD FIVE:					<u>\$78,000.00</u>

THE SCHEDULE

Schedule B
SUPPLIES OR SERVICES AND PRICE/COSTS

SERVICES NONPERSONAL: Furnish all labor, material, equipment and transportation necessary to perform utility service in accordance with Statement of Work.

Performance Period: **OPTION PERIOD SIX -- 1 OCTOBER 2004 -- 30 SEPTEMBER 2005**

<u>Contract Line Item No. (CLIN)</u>	<u>Supplies/Services</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>TOTAL AMOUNT</u>
6001	Utility Service	12	Month	<u>\$6,100.00</u>	<u>\$73,200.00</u>
6002	Significant/Emergency Service				
				<u>Estimated</u>	<u>Estimated</u>
6002AA	Labor Rate	80	Hours	<u>\$42.00</u>	<u>\$3,360.00</u>
6002AB	Materials/Parts		NOT TO EXCEED		<u>\$3,000.00</u>
TOTAL OPTION PERIOD SIX:					<u>\$79,560.00</u>
GRAND TOTAL (BASIC PLUS SIX OPTION PERIODS):					<u>\$382,620.00</u>

II. APPLICABLE CONTRACT CLAUSES

A. FAR 52.204-6 Data Universal Numbering System (DUNS) (Jun 1999)

B. FAR 52.211-1 Specifications, Standards, Commercial Item
Descriptions, FPMR Part 101-29 (Aug 1998)

C. FAR 52.212-4 Terms and Conditions-Commercial Items (May 1999)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name/title/phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the

discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b.

destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

(t) Addendum 1 to FAR 52.212-4, Paragraph (c) is tailored as follows:

52.212-4(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties, with the exception of:

- (1) Administrative changes such as changes in the paying office, appropriation data, etc.
- (2) Exercise of remaining options and adding funding for the next fiscal year.
- (3) Any change made before work begins if-

- (a) The change is within the scope of the original order,
- (b) The contractor agrees;
- (c) The modification references the contractor's verbal or written agreement.

These changes may be made unilaterally by the Government.

D. FAR 52.212-5 Terms and Conditions-Commercial Items (Feb 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O.11755);
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4)

___ (i) 52.219-5, Very Small Business Set-Aside (pub. L. 103-403, section 304, small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C.637(a)(14)).

___ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O.11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

___ (16) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).

___ (17) (i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C.10a-10d, 19 U.S.C 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

___ (18) 52.225-5, Trade Agreements (19 U.S.C.2501, et seq., 19 U.S.C. 3301 note).

___ (19) 52.225-15, Sanctioned European Union Country End Products (E.O.12849).

___ (20) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

___ (21) Reserved

X (22) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

___ (23) 52.232-4, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).

X (24) 52.232-18 Availability of Funds

___ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).]

___ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).

(26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).
(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).

Employee Class

Wastewater Treatment Operator

Monetary Wage-Fringe Benefit

WG-9 Step 2: \$15.35

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

 (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 129333).

(d) *Comptroller General Examination of Record*. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of Clause)

E. FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

(End of Provision)

F. FAR 52.217-8 Option to Extend Service (Nov 1999)

For the purpose of this clause the blank is completed as follows: Within 15 days prior to the contract expiration date

G. FAR 52.217-9 Option to Extend the Term of the contract (Nov 1999)

For the purpose of this clause the blanks are completed as follows:

(a) Within 15 days (prior to expiration of the contract period)

(c) Not to exceed 66 months

H. FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	(Jan 1999)
I. FAR 52.219-8	Utilization of Small Business Concerns	(Oct 1999)
J. FAR 52.219-9	Small Business Subcontracting Plan	(Oct 1999)
K. FAR 52.219-14	Limitations on Subcontracting	(Dec 1996)
L. FAR 52.219-16	Liquidated Damages-Subcontracting Plan	(Jan 1999)
M. FAR 52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting	(Oct 1999)
N. FAR 52.223-5	Pollution Prevention and Right-to-Know Information	(Apr 1998)
O. FAR 52.228-5	Insurance-Work on a Government Installation	(Jan 1997)

1. The following are the minimum insurance requirements for work performed on a Government installation:

a. Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General liability. The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. Property damage liability insurance shall be required only in special circumstances as determined by the agency.

c. Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

P. FAR 52.232-18	Availability of Funds	(Apr 1984)
Q. FAR 52.237-2	Protection of Govt BldGs/Equip/Vegetation	(Apr 1984)

R. FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
<http://farsite.hill.af.mil/>

DFARS

S. DFARS 252.204-7004	Required Central Contractor Reg	(Mar 1998)
T. DFARS 252.212-7001	Acquisition of Commercial Items	(Sep 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
_____ 252.206-7000	Domestic Source Restriction (10 U.S.C. 2304).
_____ 252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
_____ 252.225-7001	Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
_____ 252.225-7007	Buy American Act-Trade Agreements—Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
_____ 252.225-7012	Preference for Certain Domestic Commodities.

_____	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
_____	252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
_____	252.225-7021	Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
_____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
_____	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
_____	252.225-7036	Buy American Act—North American Free Trade Agreement Implementation Act--Balance of Payments Program (___ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<u>X</u>	252.227-7015	Technical Data—Commercial Items (10 U.S.C. 2320).
_____	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
<u>X</u>	252.243-7002	Requests for Equitable Adjustment (10 U.S.C. 2410).
_____	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

AF FARS

U. AF FARS 5352.223-9001	Health/Safety on Govt Installations (Jun 1997)
V. AF FARS 5352.242-9000	Contractor Access to AF Installations (May 1996)

AETC FARS

W. AETC FARS 5352.214-9000	Smoking in AETC Facilities (Jul 1993)
X. AETC FARS 5352.217-9000	Option Clause Limitation Notice (Jul 1994)

This contract contains two option provisions, (i) Option to Extend Services, and (ii) Option to Extend the Term of the Contract (see FAR 52.217-8 and FAR 52.217-9). Either or both may be exercised unilaterally by the government. The clause entitled "Option to Extend the Term of the Contract" will not be exercised after any exercise of the "Option to Extend Services" clause.

WAGE DETERMINATION NO: 94-2509 REV (16) AREA: TX,DALLAS

WAGE DETERMINATION NO: h0h294-2509 REV (16) AREA: TX,DALLAS
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross Division of Wage Determination No.: 1994-2509
Director Wage Determinations Revision No.: 16
Date Of Last Revision: 06/22/2000

State: Texas

Area: Texas Counties of Collin, Cooke, Dallas, Delta, Denton, Ellis, Fannin,
Grayson,
Henderson, Hopkins, Hunt, Kaufman, Lamar, Navarro, Rains, Rockwall, Smith, Van
Zandt, Wood

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.80
Accounting Clerk II	9.50
Accounting Clerk III	11.40
Accounting Clerk IV	13.99
Court Reporter	12.17
Dispatcher, Motor Vehicle	12.17
Document Preparation Clerk	9.96
Duplicating Machine Operator	9.96
Film/Tape Librarian	10.69
General Clerk I	8.07
General Clerk II	8.36
General Clerk III	9.96
General Clerk IV	11.69
Housing Referral Assistant	13.67
Key Entry Operator I	8.12
Key Entry Operator II	9.73
Messenger (Courier)	8.07
Order Clerk I	8.77
Order Clerk II	11.28
Personnel Assistant (Employment) I	8.79
Personnel Assistant (Employment) II	10.51
Personnel Assistant (Employment) III	12.47
Personnel Assistant (Employment) IV	15.43
Production Control Clerk	13.67
Rental Clerk	10.69
Scheduler, Maintenance	10.69
Secretary I	10.69
Secretary II	12.17

Secretary III	13.67
Secretary IV	16.45
Secretary V	20.04
Service Order Dispatcher	10.69
Stenographer I	11.06
Stenographer II	11.78
Supply Technician	16.45
Survey Worker (Interviewer)	12.17
Switchboard Operator-Receptionist	9.26
Test Examiner	12.17
Test Proctor	12.17
Travel Clerk I	9.71
Travel Clerk II	10.46
Travel Clerk III	11.21
Word Processor I	10.42
Word Processor II	12.84
Word Processor III	14.37
Automatic Data Processing Occupations	
Computer Data Librarian	9.83
Computer Operator I	9.83
Computer Operator II	11.75
Computer Operator III	14.57
Computer Operator IV	16.34
Computer Operator V	18.46
Computer Programmer I (1)	12.92
Computer Programmer II (1)	16.46
Computer Programmer III (1)	19.04
Computer Programmer IV (1)	23.73
Computer Systems Analyst I (1)	20.96
Computer Systems Analyst II (1)	23.65
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	9.83
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.14
Automotive Glass Installer	14.56
Automotive Worker	14.56
Electrician, Automotive	15.32
Mobile Equipment Service	12.88
Motor Equipment Metal Mechanic	16.14
Motor Equipment Metal Worker	14.56
Motor Vehicle Mechanic	15.98
Motor Vehicle Mechanic Helper	12.02
Motor Vehicle Upholstery Worker	13.78
Motor Vehicle Wrecker	14.56
Painter, Automotive	15.32
Radiator Repair Specialist	14.56
Tire Repairer	12.44
Transmission Repair Specialist	16.14
Food Preparation and Service Occupations	
Baker	10.24
Cook I	9.05
Cook II	10.24
Dishwasher	6.53
Food Service Worker	6.53
Meat Cutter	10.24
Waiter/Waitress	7.19
Furniture Maintenance and Repair Occupations	

Electrostatic Spray Painter	15.32
Furniture Handler	10.24
Furniture Refinisher	15.32
Furniture Refinisher Helper	12.02
Furniture Repairer, Minor	13.78
Upholsterer	15.32
General Services and Support Occupations	
Cleaner, Vehicles	6.53
Elevator Operator	6.53
Gardener	9.05
House Keeping Aid I	6.10
House Keeping Aid II	6.53
Janitor	6.53
Laborer, Grounds Maintenance	7.19
Maid or Houseman	5.66
Pest Controller	9.69
Refuse Collector	6.53
Tractor Operator	8.45
Window Cleaner	7.19
Health Occupations	
Dental Assistant	11.12
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.12
Licensed Practical Nurse I	11.14
Licensed Practical Nurse II	12.49
Licensed Practical Nurse III	13.98
Medical Assistant	9.94
Medical Laboratory Technician	9.94
Medical Record Clerk	9.94
Medical Record Technician	13.77
Nursing Assistant I	7.22
Nursing Assistant II	8.11
Nursing Assistant III	8.85
Nursing Assistant IV	9.94
Pharmacy Technician	12.39
Phlebotomist	9.94
Registered Nurse I	13.77
Registered Nurse II	16.85
Registered Nurse II, Specialist	16.85
Registered Nurse III	22.93
Registered Nurse III, Anesthetist	22.93
Registered Nurse IV	27.48
Information and Arts Occupations	
Audiovisual Librarian	16.45
Exhibits Specialist I	15.53
Exhibits Specialist II	19.41
Exhibits Specialist III	22.83
Illustrator I	15.53
Illustrator II	19.41
Illustrator III	22.83
Librarian	20.04
Library Technician	12.17
Photographer I	13.19
Photographer II	15.53
Photographer III	19.41
Photographer IV	22.83
Photographer V	27.62
Laundry, Dry Cleaning, Pressing and Related Occupations	

Assembler	6.71
Counter Attendant	6.71
Dry Cleaner	8.65
Finisher, Flatwork, Machine	6.71
Presser, Hand	6.71
Presser, Machine, Drycleaning	6.71
Presser, Machine, Shirts	6.71
Presser, Machine, Wearing Apparel, Laundry	6.71
Sewing Machine Operator	9.13
Tailor	9.86
Washer, Machine	7.36
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.32
Tool and Die Maker	17.60
Material Handling and Packing Occupations	
Forklift Operator	11.48
Fuel Distribution System Operator	12.88
Material Coordinator	13.18
Material Expediter	13.18
Material Handling Laborer	9.30
Order Filler	9.16
Production Line Worker (Food Processing)	11.48
Shipping Packer	10.70
Shipping/Receiving Clerk	10.70
Stock Clerk (Shelf Stocker; Store Worker II)	11.62
Store Worker I	8.65
Tools and Parts Attendant	11.48
Warehouse Specialist	11.48
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.14
Aircraft Mechanic Helper	12.02
Aircraft Quality Control Inspector	20.96
Aircraft Servicer	13.78
Aircraft Worker	14.56
Appliance Mechanic	15.32
Bicycle Repairer	12.44
Cable Splicer	16.14
Carpenter, Maintenance	15.32
Carpet Layer	14.56
Electrician, Maintenance	16.02
Electronics Technician, Maintenance I	12.58
Electronics Technician, Maintenance II	19.27
Electronics Technician, Maintenance III	20.02
Fabric Worker	13.78
Fire Alarm System Mechanic	16.14
Fire Extinguisher Repairer	12.88
Fuel Distribution System Mechanic	16.14
General Maintenance Worker	14.56
Heating, Refrigeration and Air Conditioning Mechanic	16.14
Heavy Equipment Mechanic	16.14
Heavy Equipment Operator	16.14
Instrument Mechanic	16.14
Laborer	9.68
Locksmith	15.32
Machinery Maintenance Mechanic	16.10
Machinist, Maintenance	15.93
Maintenance Trades Helper	12.02

Millwright	16.14
Office Appliance Repairer	15.32
Painter, Aircraft	15.32
Painter, Maintenance	15.32
Pipefitter, Maintenance	16.14
Plumber, Maintenance	15.32
Pneudraulic Systems Mechanic	16.14
Rigger	16.14
Scale Mechanic	14.56
Sheet-Metal Worker, Maintenance	16.14
Small Engine Mechanic	14.56
Telecommunication Mechanic I	16.14
Telecommunication Mechanic II	16.90
Telephone Lineman	16.14
Welder, Combination, Maintenance	16.14
Well Driller	16.14
Woodcraft Worker	16.14
Woodworker	12.88
Miscellaneous Occupations	
Animal Caretaker	7.81
Carnival Equipment Operator	8.45
Carnival Equipment Repairer	9.05
Carnival Worker	6.53
Cashier	7.96
Desk Clerk	9.75
Embalmer	16.85
Lifeguard	10.82
Mortician	16.85
Park Attendant (Aide)	9.92
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.69
Recreation Specialist	13.52
Recycling Worker	8.75
Sales Clerk	8.69
School Crossing Guard (Crosswalk Attendant)	6.53
Sport Official	8.69
Survey Party Chief (Chief of Party)	18.23
Surveying Aide	14.98
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.92
Swimming Pool Operator	10.24
Vending Machine Attendant	8.45
Vending Machine Repairer	10.24
Vending Machine Repairer Helper	8.45
Personal Needs Occupations	
Child Care Attendant	9.75
Child Care Center Clerk	12.17
Chore Aid	5.66
Homemaker	13.52
Plant and System Operation Occupations	
Boiler Tender	16.14
Sewage Plant Operator	15.32
Stationary Engineer	16.14
Ventilation Equipment Tender	12.02
Water Treatment Plant Operator	15.32
Protective Service Occupations	
Alarm Monitor	13.42
Corrections Officer	13.07
Court Security Officer	13.20

Detention Officer	13.07
Firefighter	12.35
Guard I	6.99
Guard II	14.50
Police Officer	16.75
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	13.92
Hatch Tender	13.92
Line Handler	13.92
Stevedore I	13.17
Stevedore II	14.65
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.51
Air Traffic Control Specialist, Station (2)	18.28
Air Traffic Control Specialist, Terminal (2)	20.13
Archeological Technician I	14.00
Archeological Technician II	15.67
Archeological Technician III	19.41
Cartographic Technician	19.41
Civil Engineering Technician	19.41
Computer Based Training (CBT) Specialist/ Instructor	21.48
Drafter I	11.93
Drafter II	12.68
Drafter III	15.53
Drafter IV	19.41
Engineering Technician I	11.33
Engineering Technician II	14.13
Engineering Technician III	15.09
Engineering Technician IV	17.88
Engineering Technician V	21.42
Engineering Technician VI	23.81
Environmental Technician	18.70
Flight Simulator/Instructor (Pilot)	23.65
Graphic Artist	20.96
Instructor	18.86
Laboratory Technician	13.88
Mathematical Technician	18.40
Paralegal/Legal Assistant I	12.17
Paralegal/Legal Assistant II	16.45
Paralegal/Legal Assistant III	20.21
Paralegal/Legal Assistant IV	24.45
Photooptics Technician	18.40
Technical Writer	19.83
Unexploded (UXO) Safety Escort	16.85
Unexploded (UXO) Sweep Personnel	16.85
Unexploded Ordnance (UXO) Technician I	16.85
Unexploded Ordnance (UXO) Technician II	21.06
Unexploded Ordnance (UXO) Technician III	24.43
Weather Observer, Combined Upper Air and Surface Programs (3)	14.57
Weather Observer, Senior (3)	16.19
Weather Observer, Upper Air	14.57
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.72
Parking and Lot Attendant	6.69
Shuttle Bus Driver	9.24
Taxi Driver	8.63
Truckdriver, Heavy Truck	14.11

Truckdriver, Light Truck
Truckdriver, Medium Truck
Truckdriver, Tractor-Trailer

9.24
12.73
14.11

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section

4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be

submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

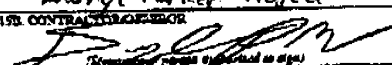
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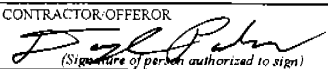
CONTRACT NUMBER F41612-00-C0010P.02

SOLICITATION NUMBER F41612-00-R0048


Page 25a of 39

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT IS CECS	PAGE OF
				1	8
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE 31 Aug 00		4. REQUESTION/PURCHASE REQ. NO. P73C EQ00490100	
5. PROJECT NO. (if applicable) LCCV-00-03					
6. ISSUED BY CODE		7. ISSUED BY CODE			
82d CONTRACTING SQUADRON 136 AVE K STE 1 SHEPPARD AFB TX 76311-2746 Maxell.barnes@sheppard.af.mil					
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) A.E.M.S./Genesis Environmental 5811 Seymour Hwy Victoria Falls, TX 76316 P (940) 691-8100 F (940) 397-1350		9A. AMENDMENT OF SOLICITATION NO. F41612-00-R0048			
		9B. DATED (SEE ITEM 11) 31 Aug 00			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 11)			
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such reception or letter mailed reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, Appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 45.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> Copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Appointed by UIC section heading, including solicitation/contract subject matter where feasible)					
14A. The purpose of this amendment is to request Final Proposal Revision for this solicitation.					
14B. Discussions are hereby concluded. Final Proposal Revisions shall be submitted no later than 4:30 P.M., 5 Sep00. Receipt of this amendment must be acknowledged and returned to our office regardless of whether any revisions are submitted.					
14C. Part I, Section B, pages 4 of 39 through 10 of 39 is provided for revision of prices.					
14D. All other terms and conditions remain unchanged and in full effect.					
Receipt as provided herein, all terms and conditions referenced in items 9.1 or 10.1, as herebefore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Darryl Parker Project Manager		16A. NAME AND TITLE OF SIGNER (Type or print)			
15B. CONTRACTING OFFICER 		15C. DATE SIGNED Sept 5, 00		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	
				16C. DATE SIGNED	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE	OF
AMENDMENT/MODIFICATION NO.				2. EFFECTIVE DATE	3. REQUEST FOR PURCHASE REQ. NO.	4. PROJECT NO. (if applicable)
J004				27 JUL 00	F73CE000480100	LGCY-00-03
8. ISSUED BY		CODE	9. ISSUED BY		CODE	
990T MICHELLE R. HATCHER 923 CONTRACTING SQUADRON 135 AVE K STE 1 SHEPPARD AFB TX 76311-2746 Michelle.hatcher@sheppard.af.mil						
10. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)				(X)	11. AMENDMENT OF SOLICITATION NO.	
A.E.M.S./Genesee Environmental 3911 Seymour Hwy Wichita Falls, TX 76310 (940) 691-5100 (940) 696-2920				X	F41612-00-R0048	
					12. DATED (SEE ITEM 11)	
					28 Apr 00	
					13. MODIFICATION OF CONTRACT/ORDER NO.	
					14. DATED (SEE ITEM 11)	
CODE				FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>11. The above numbered solicitation is amended as set forth in Item 11. The hour and date specified for receipt of offers. <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended.</p> <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 10, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or</p> <p>(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. Accounting and Appropriation Data (if required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, transportation costs, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.104(a).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, is required to sign this document and return. <input type="checkbox"/> Copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including Solicitation/Order subject matter where feasible.)						
A. The purpose of this amendment is to incorporate the most current wage determination into the solicitation and request revised proposals accordingly.						
B. Wage Determination No. 94-2508 Rev (14), dated 06/01/1999 is hereby replaced with the most current Wage Determination No. 94-2508 Rev (14), dated 06/22/2000. Please fill out the attached Schedule B with any revisions to your proposals and re-submit to this office no later than close of business (4:30 PM) 2 Aug 00.						
C. All other terms and conditions remain unchanged and in full effect.						
Except as provided herein, all terms and conditions referenced in Item 9A or 10A, as herebefore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				15A. NAME AND TITLE OF SIGNER (Type or print)		
Darryl Parker Program Manager						
16. CONTRACTOR OFFER NO.		17. DATE SIGNED		18. UNITED STATES OF AMERICA		19. DATE SIGNED
F41612-00-R0048		Aug 3, 2000		BY		
(Signature of person authorized to sign)				(Signature of Contracting Officer)		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 7 Jun 00		4. REQUISITION/PURCHASE REQ. NO. F73CEO00490100		5. PROJECT NO. (If applicable) LGCV-00-03	
6. ISSUED BY CODE		6. ISSUED BY CODE					
82d CONTRACTING SQUADRON 136 AVE K STE 1 SHEPPARD AFB TX 76311-2746 Shirley.Story@sheppard.af.mil							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AEMS/Genesis Environmental 5911 Seymour Highway Wichita Falls, Texas 76310 (940) 691-8100 Darryl@genesisenvironmental.com				9A. AMENDMENT OF SOLICITATION NO. F41612-00-R0048 9B. DATED (SEE ITEM 11) 26 Apr 00 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)			
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, is required to sign this document and return				Copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
A. The purpose of this amendment is to correct two pages of the Schedule B and request revised proposals accordingly.							
B. Change Pages to the Schedule B are attached to this amendment. Six month options were inadvertently typed on Pages 8 and 9 of the schedule. All changes are identified by a horizontal bar on left side of page. Please complete these two pages and re-submit to this office no later than close of business (4:30 PM), Monday, 12 Jun 00.							
C. All other terms and conditions remain unchanged and in full effect.							
Except as provided herein, all terms and conditions referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Darryl Parker President/Project Manager				16A. NAME AND TITLE OF SIGNER (Type or print)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 12 Jun 00		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED	

CONTRACT NUMBER F41612-00-C0010
SOLICITATION NUMBER F41612-00-R0048

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE F41612-00-R0048 OF 1 PAGE 1	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 2 Jun 00		4. REQUISITION/PURCHASE REQ. NO. F73CE000490100	
5. PROJECT NO. (If applicable) LGCV-00-03					
6. ISSUED BY SSGT MICHELLE R. HATCHER 82d CONTRACTING SQUADRON 136 AVE K STE 1 SHEPPARD AFB TX 76311 2746 Michelle.hatcher@sheppard.af.mil		6. ISSUED BY CODE			
8. NAME AND ADDRESS OF CONTRACTOR No., street, county, State and ZIP Code) AEMS/Genesis Environmental 5911 Seymour Highway Wichita Falls, Texas 76310 (940) 691-8100 Darryl@genesisenvironmental.com		(X) 9A. AMENDMENT OF SOLICITATION NO. F41612-00-R0048			
CODE		9B. DATED (SEE ITEM 11) 26 Apr 00			
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 13)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified					
12. Accounting and Appropriation Data (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, is required to sign this document and return <input type="checkbox"/> Copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
A. The purpose of this amendment is to indicate revisions made to the Statement of Need and Workload Estimates and request revised proposals accordingly.					
B. Changes to the Statement of Need and Workload Estimates are attached to this amendment. All changes are identified by a horizontal bar on left side of page. A revised Schedule B is also attached for your completion and re-submission to this office is requested no later than close of business (4:30 PM), Wednesday, 7 Jun 00.					
C. All other terms and conditions remain unchanged and in full effect.					
Except as provided herein, all terms and conditions referenced in item 9A or 10A as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Darryl Parker President/Project Manager			16A. NAME AND TITLE OF SIGNER (Type or print)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 7 Jun 00		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	
				16C. DATE SIGNED	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		Page 29 of 39	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 26 Apr 00		4. REQUISITION/PURCHASE REQ. NO. F73CE000490100		5. PROJECT NO. (If applicable) LGCV-00-03	
6. ISSUED BY SSGT MICHELLE R. HATCHER 82d CONTRACTING SQUADRON 136 AVE K STE 1 SHEPPARD AFB TX 76311-2746 Michelle.hatcher@sheppard.af.mil		6. ISSUED BY		6. ISSUED BY		6. ISSUED BY	
8. NAME AND ADDRESS OF CONTRACTOR No., street, county, State and ZIP Code) Associated Environmental Management Services, Inc. 1701 13 th Street P.O. Box 586 Viola, Illinois 61486-0586				(X) 9A. AMENDMENT OF SOLICITATION NO. F41612-00-R0048		9B. DATED (SEE ITEM 11) 26 Apr 00	
CODE				FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, is required to sign this document and return 0 Copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							

CONTRACT NUMBER F41612-00-C0010
SOLICITATION NUMBER F41612-00-R0048

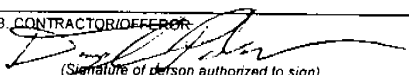
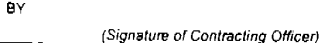
PAGE 30 OF 39

- A. THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE QUOTE RESPONSE DATE, CLARIFY THE FOLLOWING QUESTIONS AND PROVIDE THE ADDITIONAL INFORMATION.
- B. THE QUOTE DUE DATE IS HEREBY EXTENDED TO 5 MAY 00/4:30PM CT FOR THE LAKE TEXOMA WASTEWATER TREATMENT PROJECT.
- C. THE QUESTIONS AND ANSWERS ARE AS FOLLOWS:
- Q. With regards to permissible discharge limits, how often does the Annex's Wastewater Treatment Plant treatment process exceed the permit limits? What is the history on the exceedances?
- A. The permit limit of 14,400 gallons was exceeded on three occasions in 1998 which triggered an Operating Instruction (OI) to incorporate new guidance, checks and operating procedures to ensure that flow is not exceeded. There have been no occurrences since 1998.
- Q. Can the contractors get a copy of the NPDES and state permits?
- A. Yes, we may be provided upon request after award.
- Q. What is the annual consumption of chemicals that the SAWTP and Water Treatment Plant currently use to treat drinking water and wastewater?
- A. 600 lbs. of Calcium Hypochlorite (HTH granular) per year for water treatment at the water plant. No chemicals are used at the Wastewater Treatment plant. Ultraviolet light units are utilized for disinfecting.
- Q. Paragraph 6 of the Statement of Need states that the contractor shall perform repairs that have material costs less than \$100.00. The subcontractor further states that the contractor is required to perform repairs on supply lines. This does not take into account the instances where additional costs are required for possible outside services such as excavation or confined space entry. Please provide clarification on the \$100.00 limit. Will contractors be responsible for repairs where subcontractor services may be greater than the \$100.00 material limit?
- A. The minor repair and the \$100.00 maximum parts statement was included for guidance as was the statement to repair supply lines. This was included but not limited to cover minor repairs such as fuses (for well pumps), plug in relays, the lines in the chlorine injection and water supply pump rooms, leaking packing glands on valves, etc.. Major underground water or sewer line leaks will be repaired either by government personnel or by a one time service/repair contract initiated by CE after notification by contracting personnel.
- Q. Has the existing system been checked for leaks? If so, what are the results? If the system is currently leaking, will the contractor be responsible for repairs?
- A. The system was surveyed by an Air Force team who specialized in inspecting and video recording sewer systems. The results indicated the system has some areas with cracked tile, etc. An upgrade project was submitted in 1995 but is pending. The contractor will be responsible for repairs in accordance with the statement of work.
- Q. Is the contractor responsible for procuring a laboratory for conformational analysis of quarterly samples or does laboratory procurement remain the responsibility of Sheppard AFB?
- A. The contractor will be responsible for gathering all water samples and testing per the guidelines in the permit. It will be at the discretion of the contractor whether or not they want to verify their water sample analysis by an outside laboratory.
- Q. Under the Schedule B for supplies and Services, CLIN 0001 - Utility Services, does the government provide electricity, water and phone services? If the contractor is to provide the service, what is the historical use of the utility service?
- A. The government will supply water and electricity for the laboratory, laboratory equipment, sewer lift stations, water well pumps and controls, water and wastewater plants and all associated pumps and controls. The government will not provide a phone.
- Q. Does this contract require 7 days per week, 24 hours per day coverage?
- A. Water and wastewater samples and test must be in accordance with the permits specified in the solicitation as daily (0800 daily) meter readings for water and wastewater.
- Q. Who is the incumbent contractor?
- A. The government currently provides the service.
- Q. Are there subcontractors to this contract(i.e. water treatment chemicals, sludge removal/disposal)?
- A. IMC of Iowa Park currently pumps out and removes the sludge.
- Q. How many people are staffed at the plant?
- A. One person is manned at the facility 7 days a week from 0730-1630.
- Q. How often is the sludge removed from the storage tanks and taken to a landfill regularly and during peak periods such as memorial day?
- A. Sludge was removed as follows for 1999 and 2000; 2 in Mar 99, 2 in Apr 99, 1 in May 99, 2 in Jun 99, 2 in Aug 99, 1 in Sep 99, 1 in Oct 99, 1 in Nov 99, 1 in Jan 00, and 1 in Apr 00.
- Q. What is the current contract amount?
- A. There is not a current contract for the Lake Texoma Wastewater Treatment Project.

ADDITIONAL INFORMATION PROVIDED AT THE SITE VISIT IS AS FOLLOWS:

- The depths of the wells are 600 ft and the pumps are located at 490 ft.
- The well casings are 6", pumps are 4" and discharge line is 2" to top of wells where it transitions to 3".
- The fiberglass storage tanks were built in 1990.
- The generators for both the distribution water pumps and the operation for the wastewater plant will remain government owned and operated. Training will be provided to the contractor on weekly maintenance requirements.

Except as provided herein, all terms and conditions referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Darryl Parker Project Manager		16A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED May 5, 2000	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED

ATTACHMENT A

STATEMENT OF NEED
WATER AND WASTEWATER TREATMENT PLANTS-TEXOMA ANNEX

1. The contractor shall provide all personnel, equipment, tools, materials, supervision, laboratory analysis, and other items and services, necessary to operate and maintain the water and wastewater treatment plants in this Statement of Work, except as specified as government-furnished property and services at Sheppard Air Force Base, Lake Texoma Annex, Grayson County, Texas. The contractor shall perform to the standards in this contract and shall comply with all federal, state, and local environmental laws, rules, and regulations. In the event that the contractor violates a permit(s), that will serve as grounds for contract termination by the government.
2. The contract manager or the contract personnel in his absence shall be available to Government personnel within one hour during normal duty hours and two hours other than normal duty hours. Contract personnel shall be easily identified and shall wear appropriate attire.
3. The contractor shall provide and maintain a comprehensive quality control program with documentation. This program shall be submitted not later than the pre-performance conference for government acceptability. The quality control program shall contain specific plans and procedures for establishing and maintaining a quality control and inspection program to ensure the Government receives the services requested with documentation. This shall include security and environmental issues. The quality control program will be made available to government personnel.
- 3.1. The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of each work period, all government facilities, equipment and material shall be secured. The contractor shall establish and implement methods of making sure all keys issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. The contractor shall not duplicate any keys issued by the government. The contractor shall immediately report to the Quality Assurance Personnel (QAP) or contracting officer any occurrences of lost keys.
4. The contractor shall ensure all required procedures are accomplished on the days required. The contractor may be required to work other than normal hours to ensure operations are functional.
5. The contractor shall daily inspect all infrastructure systems associated with the water and wastewater plant areas, collection and distribution lines, and connections to ensure required operability.
6. The contractor shall perform minor repairs on the wastewater plant, lift stations, water plant, water wells, pumps, and all associated lines. Minor repairs are when materials are less than \$100.
7. The contractor shall notify the government immediately of any "Significant Repairs". Significant repairs are when materials exceed \$100. The contractor shall notify the annex manager or his representative regarding the general condition or nature of the system or equipment failure that will involve repair costs exceeding \$100. The government shall determine the method of performing the repair work.
8. The contractor shall perform "Emergency Repairs" in the event that the problem will cause a risk to health and human safety and the environment. Contractor shall also perform emergency repairs in the event that the water and/or wastewater systems become disabled such that the annex facilities are more than 50% devoid of utility service. The contractor shall perform such repairs if the problem will pose the threats mentioned above. The contractor shall notify the 82 CES EMCS 24 hour manned section, (940/676-2124) immediately of any "emergency" situations and immediately proceed with the repair. Emergency repairs will be negotiated with the contracting officer after each emergency repair.
9. The contractor shall maintain a log of all repairs and submit it to the government representative not later than the 5th working day following the reported month.

10. The contractor and the government representative shall conduct an inventory of chemicals on hand not later than three days after the contract start date. The contractor shall provide a listing to the contracting officer and the designated environmental representative (940/676-5721) upon completion. The contractor shall provide the government with an MSDS and listing of all chemicals and associated materials intended for use at the water and wastewater plants at the pre-performance conference and as changes occur. The contractor shall provide the government or the follow on contractor with the same quantity of chemicals at contract start date upon completion of this contract. Once these materials have been depleted, the contractor shall, at no cost to the government, furnish all materials required to continue performance under this contract. MSDS for existing stock are available on site.

11. The contractor shall perform a comprehensive maintenance evaluation on the equipment at the water and wastewater plants. The evaluation shall be delivered to the government within 120 days after contract start date. This evaluation shall be updated at least annually and submitted to the government representative through the contracting officer.

12. The contractor shall implement and maintain an operator safety program in compliance with all applicable laws, rules and regulations and make recommendations to the government regarding the need for the government to rehabilitate, or expansion for compliance with all applicable governmental safety regulations.

13. WATER STORAGE AND DISTRIBUTION PLANT: Within the design capacity and capability of the water plant, the Contractor shall:

13.1. Staff the water plant with employees who have at least a class C license in Groundwater as prescribed by the State of Texas. Contractor and water plant operators shall have a minimum of four years experience in actual hands-on operation of water plant(s). Contractor shall ensure that the drinking water complies with all applicable federal, state, and local drinking water standards (see Appendix III for well permit information).

13.2. Manage, operate and maintain a water storage capability of 49,000 gallons. The water treatment systems pumps water from two wells and stores it in three 16,500-gallon tanks.

13.3. Daily inspect systems associated with the water plants area, supply lines, and connections to ensure required operability.

13.4. Supply and maintain necessary chlorination for water purification (as prescribed by regulations identified in paragraph 33, but not limited to) prior to the delivery of water to each connection.

14. WASTEWATER TREATMENT OPERATION AND SLUDGE DISPOSAL: Within the design capacity of the wastewater treatment plant, the Contractor shall:

14.1. Staff the wastewater treatment plant with employees who have at least a Class C license in Wastewater Treatment as prescribed by the requirements of the State of Texas. Contractor and wastewater treatment plant operators shall have a minimum of four years experience in actual hands-on operation of wastewater treatment plant(s).

14.2. Operate under the government's state and federal permits as described in Appendix III.

14.3. Manage, operate and maintain the Wastewater and Water Plant so that effluent discharged and landfill disposal of solids from the plant meet the requirements specified in Appendix III. Contractor shall provide for the disposal of sludge and scum to permitted sites. Contractor shall notify the government if any wastewater plant operations facilities require alterations exceeding the minor repair threshold for the plant to be capable of achieving the objectives of this statement of work.

14.4. Perform all laboratory analysis and sampling as required by the permit(s). All laboratory analysis will be conducted as specified per current (latest revision) regulatory requirements. The contractor shall be responsible for including in the Quality Control (QC) plan, procedures to ensure that laboratory analysis and sampling is maintained in strict accordance with current permit(s) and applicable regulatory requirements.

14.5. The contractor shall operate the ultraviolet (UV) disinfection system as the primary source of final disinfection.

14.6. Maintain cathodic protection system at the wastewater treatment plant. Systems shall be inspected and maintained on an annual basis.

14.7. The contractor shall maintain all laboratory equipment necessary for testing and provide all chemicals and materials necessary to perform required testing. The contractor shall be responsible for the annual calibration of all required equipment, metering devices, and laboratory instruments necessary to the operation of the water and wastewater systems.

14.8. The contractor shall ensure a plan is designed and implemented to ensure the permitted maximum flow limits on the wastewater treatment plant are not exceeded, especially during historically high volume usage times such as Memorial Day weekend, etc. The plan shall include hourly monitoring of the wastewater flow meter throughout the entire period of possible high use times to ensure that maximum permitted flow limit of 14,400 gallons is not exceeded. The contractor or his representative shall notify the Texoma Annex Manager or his designated representative when the wastewater flow reaches 10,000 gallons and upon every 1,000 gallon flow increase thereafter. When wastewater flow reaches 12,000 gallons, during any 24 hour period, the contractor shall inform the annex manager and work to ensure permit limits are not exceeded.

15. The contractor shall be responsible for transferring the Sheppard Lake Texoma Recreational Annex TPDES permit No. 12512-001 over to be a Co-Permittee. The contractor must prepare and submit proper paperwork and forms to TNRCC to change the permit to a Co-permittee permit within 45 calendar days of contract start date. The contractor operating as a Co-permittee shall be responsible for operating the Sheppard AFB Lake Texoma Recreational Annex systems in accordance with the TNRCC requirement 30 TAC, chapter 332, 312, the conditions set forth in the TPDES permit, and any additional conditions as required by the TNRCC. The contractor shall share responsibility and legal authority with Sheppard AFB. The contractor shall be responsible and liable for complying with the terms and conditions of the permit. Any liability (citation and/or Notice of Violation) associated with a permit exceedence or neglect shall be assumed by the Co-permittee (the contractor). The TNRCC has provided the necessary forms to Sheppard AFB to make the permit a co-permit. A copy of the TPDES permit will be provided by the government and shall be reviewed thoroughly by the contractor prior to operation.

16. The contractor shall dispose of sludge as directed per TPDES permit No. 12512-001 Sludge provisions. A copy of an agreement to dispose of the sludge shall be submitted to the contracting officer for review at least 30 days prior to the disposal of the sludge. The contractor shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner which protects public health and the environment. The contractor shall dispose of sludge only at a TNRCC registered or permitted land application site, commercial land application site or co-disposal landfill. The contractor shall not be authorized to land apply sludge on property owned, leased or under direct control of Sheppard AFB.

17. The contractor shall prepare and submit all required regulatory report information. The contractor shall maintain a copy of each report and forward a copy to the contracting officer or designated representative.

18. The contractor shall have all reports available for regulatory agency or government representative of any regulatory agency inspections and immediately notify the contracting officer of any "no-notice" inspections.

19. The contractor shall notify the government by telephone within 2 hours of discovery of a permit violation. The contractor shall call 82 CES EMCS section at (940) 676-2124 for emergency notification.

20. The contractor shall provide a listing of all parts, materials and supplies intended for use in the performance of this contract, to the contracting officer, at the pre-performance conference for approval. This listing shall be updated as any changes occur.

21. Grounds Maintenance. The contractor shall mow and trim inside fenced areas and 10 feet around the outside of perimeter fences at the Water Storage area and the wastewater Treatment Plant. The contractor shall mow and trim 10 feet from and around the Lab and Storage building. The contractor shall maintain the grass to a height not to exceed 4 inches at any time.

22. The contractor shall ensure all work is in accordance with OSHA Regulation 1910, 1926, Clean Water Act, 40 Code of Federal Regulation, 30 Texas Administration Codes and Texas Health and Safety Code.

23. The contractors shall be responsible for preparing and submitting the following reports to the proper regulatory agencies. The contractor shall submit courtesy copies of all required reports to 82 CES Environmental Flight not later than the 10th day of the month following reporting month.

23.1. State Water Form H-3, Water Works Operation for Grounds Water (monthly to include daily test results from the Water Plant).

23.2. AF Form 1462, Water Pollution Control Utilities Log (monthly to include daily operational and test results of the Wastewater Treatment Plant).

23.3. AF Form 1463 (to include daily operational and test results of the Plant).

23.4. AF Form 1461, Water Utility Operating Log (general) (to include daily operational and test results of the Plant).

23.5. TNRCC TPDES Domestic Sewage Discharge (to include test results of wastewater effluent discharge).

23.6. Minor Repair Summary (to include date of repair, supplies used, and description of repairs).

23.7. TRNCC Form 0123A1 (state WW Form) (to include test results of wastewater effluent discharge).

23.8. EQUIPMENT INVENTORY. An inventory of government-furnished equipment identified in Appendix II must be done not later than 5 calendar days before start of the contract, and not later than 10 calendar days after the start of an option period. The contract or the government representative (identified by the contracting officer) shall conduct a joint inventory of all government-furnished equipment and the contractor shall sign a receipt for all equipment provided by the government. Items of equipment missing or not in working order shall be recorded and the contracting officer shall be notified in writing. The contractor and the government representative shall jointly determine the working order and the condition of all equipment and document their findings on the inventory.

24. Obtaining Replacement of Government-Furnished Equipment. The contractor shall submit requests for replacement of government-furnished equipment to the QAP for processing. Such requests shall specify the reason for the replacement request.

25. Government-Furnished Equipment: The government shall furnish an initial inventory of equipment as listed in Appendix II. Equipment shall be inventoried no later than 5 working days after contract start date, by the contractor and the government representative, designated by the contracting officer. Any missing items shall be annotated on the inventory and the contracting officer notified. Any disagreements between the contractor and the government representative on the equipment inventory shall be treated as a dispute under the contract clause entitled "Disputes." The contractor shall, at no cost to the government, furnish all equipment required to continue performance under this contract.

26. Government-Furnished Utilities. The government will furnish existing utility services for contractor personnel use including water, sewer and electric services. In the event of a commercial power loss, electric power will automatically be restored by generator power. The backup generators and automatic switches will be maintained by the government. If contractor personnel require utility services that are not existing with the facility, or areas of the facility, it shall be the contractor's responsibility to provide such utility service. This shall be accomplished by a portable or temporary means. The installation and removal of temporary or portable units shall be coordinated with the QAP, through the contracting officer.

27. CONSERVATION OF UTILITIES. The contractor shall make sure employees practice utility conservation. The contractor shall be responsible for operating under conditions that prevent the waste of utilities.

28. BASE FIRE REGULATIONS. The contractor shall comply with paragraphs 1-5 and 8 of Sheppard AFB Instruction 32-2001.

29. **REGULATORY AGENCY INSPECTIONS.** Copies of all inspections conducted by any regulatory agency shall be provided to the contracting officer within five working days after receipt of inspection. Copies of any and all violations/deficiencies issued by a regulatory agency shall be furnished to the contracting officer within 48 hours.

30. **ENVIRONMENTAL REQUIREMENTS**

30.1 **Compliance with Laws and Regulations.** The contractor shall be knowledgeable of and comply with all applicable Federal, State, and local laws, regulations, and requirements regarding environmental protection, permit, and co-permittee perimeters. If for any reason the contractor violates any applicable permits, the Government shall hold the contractor responsible for the permit violations and citations. The contractor shall be responsible for payment of all fines, repair of physical damage and remediation as a result of any permit violations or citation. In the event environmental laws/regulations/requirements change during the term of this contract, the contractor shall comply with such laws/regulation as changed (most current revision). The contractor shall ensure that all subcontractors comply the same.

30.2 **Hazardous Materials:** Hazardous Materials are defined as any product, material, chemical or substance listed in 49 CFR 172.101 and 40 CFR 302. Specifically, a hazardous material is any substance or material, in any quantity of form, which has the potential to harm human health or the environment.

30.3. The contractor is responsible for advising his employees of all Environmental and Hazardous Material Handling and is also required to have and maintain Material Safety Data Sheets (MSDS) on all materials that are required by State and Federal Laws and/or Regulations.

30.4 Prior to use on Sheppard AFB, Lake Texoma Annex, the contractor shall provide the Base Hazardous Material Pharmacy, Building 2116, through the contracting officer, a list of all hazardous materials the contractor brings onto government property and shall provide a Material Safety Data Sheet (MSDS) and an Air Force Form 3952 for each hazardous material to be utilized in the performance of this PWS in accordance with AFI 32-7086 as supplemented and SAFBI 32-7001, Hazardous Material Management. SAFBI 32-7001 outlines requirements for the procurement, usage and disposal of hazardous materials on Sheppard AFB. In addition, the contractor shall observe proper storage practices for hazardous materials stored on base. There is no Government provided storage area on base. The contractor shall remove hazardous materials after use on a daily basis.

30.5. **Hazardous and Special Waste Generated by the Contractor.** For the purpose of this document, hazardous and special wastes shall include those identified in 40 CFR 261 (Hazardous Waste Identification) and any wastes identified as either hazardous, Class 1 or Special Waste by the Texas National Resource Conservation Commission (TNRCC) in 30 TAC 330-335.

30.6. **Unidentified Hazardous or Regulation Material/Waste Encountered by the Contractor.** The contractor shall notify the Base Contracting Officer upon encountering any material, not identified in the contract documents, thought to be hazardous to workers, personnel in the area, or the environment. The government shall be responsible for characterization, storage, transportation and disposal of the waste, if necessary. The contractor shall immediately contact the Base Contracting Officer upon finding unidentified material/waste who will assist the contractor in determining appropriate procedures to be used.

30.7. **Protection of Land Resources.** The contractor shall take all necessary precautions to prevent damage to existing pavement, adjacent curbs, sidewalks, and vegetated areas including trees and shrubs. All damaged areas shall be repaired at no additional cost to the government as directed by the contracting officer.

30.8 **Protection of Fish and Wildlife.** The contractor shall perform all contract work in a manner which does not interfere with or disturb fish and wildlife. When the performance of contract work will jeopardize fish, wildlife or their habitat, the contractor shall obtain the contracting officer's approval before proceeding with the work.

30.9 **Protection of Water Resources.** The contractor shall at his own expense comply with all applicable Federal, State, county and local laws and regulations regarding pollution of rivers, lakes, streams, and other waters. The contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner which prevents them from entering surface or ground waters.

30.10 Accidental Spills. The contractor shall transport, handle, mix, apply, and dispose of pesticides in accordance with all applicable Federal, State, county and local laws and regulations and the Resource Conservation and Recovery Act (RCRA). The contractor shall not drain petroleum products onto the ground. The contractor shall notify the Environmental Coordinator, current phone number is 940-676-5718, of any spills more than 1/2 pint of pesticide concentrate or petroleum products or any substance listed in 4 CFR 302. The contractor shall, at his own expense, remove contaminated soil, properly dispose of soil and replace it with uncontaminated topsoil and restore the grounds to their original condition.

31. Regulatory Requirements: (1) Safe Drinking Water Act (SDWA) 40 CFR, Part 141 "National Primary Drinking Water Regulations"; (2) Texas Pollutant Discharge Elimination System (TPDES); (3) Texas Natural Resource Conservation Commission (TNRCC) Title 30, Chapter 290; (4) Clean Water Act (CWA) 40 CFR; and (5) Executive Order 12088, "Federal Compliance with Pollution Control Standards, 13 Oct 1978.

32. The contractor shall prepare a plan to cover the procedures to be taken in the event of a power outage to the Water Storage & Distribution Plant and the Wastewater Treatment Plant upon power outages. The contractor shall ensure the generators start to continue power to the plants. Instructions on operation of the generators will be provided by Government personnel. The Government will maintain the generators.

33. The government currently operates the Texoma Annex water and wastewater plants from 0730 to 1630 hours daily, seven days per week, Monday through Sunday with two operators employed. One works Thursday through Monday, 0730 to 1630; the other works Tuesday and Wednesday, 0730 to 1630. The contractor shall set their own work hours based on the requirements of this SON, TNRCC permit, and the annex hours of operation.

APPENDIX I

WORKLOAD ESTIMATES

HOURS AS REQUIRED
(INCLUDES EMERGENCY CALL HOURS)

POSSIBLE MINOR REPAIRS

WHAT KIND

EST TIME

- | | |
|---|-----------------|
| 1. Replace Fuses | 24/Annually |
| 2. Replace electric float switches to lift stations | 2 – 3 years |
| 3. Maintain chlorinator at water plant. (valves, belts, pipes only) | Annually |
| 4. Replace or unplug chlorinator PVC lines (water plant areas) | Monthly |
| 5. Replace sprayers at Water Waste Treatment Plant (PVC) | Inspect Monthly |
| 6. Replace plastic diffusers at Water Waste Treatment Plant | Inspect Monthly |

(Estimates based on past occurrences and may not reflect current requirements)

APPENDIX II

GOVERNMENT-FURNISHED FACILITIES AND EQUIPMENT

The government will provide the following facilities located on Sheppard AFB Lake Texoma Annex:

Bldg 55507 Lab building, 14' x 30'
Bldg 55504 Water Plant, 14' x 16'
 Mechanical Room
Bldg 55502 Storage building, 14' x 16'
Bldg 55510 Water Tanks
Bldg 55605 Lift Station
Bldg 55606 Lift Station
Bldg 55607 Lift Station
14' x 6' Storage Room
16' x 8' Storage Room

<u>NAME/MODEL</u>	<u>SERIAL NUMBER</u>	<u>STOCK NUMBER</u>	<u>QTY</u>	<u>REP COST</u>
1) Commimuter	10073		1	\$11,500
2) Comminuter Motor.		Cat #VM3611	1	\$2,500
3) Blowers.	7243441	ID# 820809120	2	\$2,160
4) Blowers Motor. Baldor, 5Hp, 3 Phase	F686		2	\$275
5) Flow Meter. ISCO, Model #2870	06725-005		1	\$3,395
6) Water Pump Peerless, Type 615A, Design DA			3	\$580
7) Pump Motor Baldor, 3 Phase, 5 Hp, 3450 Rpm	F593		3	\$795
8) Air Compressor. Speedaire, Model-2Z498A			2	\$279
9) Compressor Motor. Dayton, 1Hp, Mod. 6K1248			2	\$175
10) Horizontal Package Ultraviolet System. Eliminator-H2M4L Ultratech Inc.	P108	NSN66665	1	\$19,970
11) Dissolved Oxygen Indicator		6680-00401-0991	2	\$511
12) Mercury Barometer		685-01-224-9410		

13) Sterilizer	Sub: 6530 P02-380	1	\$552
	6530-01-015-9804		
	Sub: 6640-P14-487-2	1	\$3,194
14) Bacteria Counter	6640-01-020-0072		
	Sub: 6640 P22521-00	1	\$840
15) Caliform Incubator	6640-44-445-5184		
	Sub: 6640-P15-443-100	1	\$1,320
16) Bacteria Incubator 20°F (refrigerator type)	6640-01-012-4257	1	\$2,145
17) Analytical Balance	6670-00-278-1808		
	Sub: 6670-00-490-1569	1	\$2,145
18) Granite Balance Table (700lbs)	6670-00-524-6168	1	\$1,345
19) Tirator Meter	6630-00-371-9701		
	Sub: 6631-00-199-8074	1	\$613
20) Hach Onc pH Meter	6630-00-066-8592		
	Sub: 6630-P44701-00	1	\$830

Replacement costs are approximate and market prices are subject to change at any time.